price when a contract to sell is broken unless the goods can not readily be resold for a reasonable price. The principal case and *McCormick Har. Mfg. Co.* v. *Markert,* 107 Iowa 340, are really based on *Moline Scale Co.* v. *Breed,* 52 Iowa 307, which said that "where everything has been done by the vendor which he is required by his contract to do, and the property is tendered to the purchaser and he refuses to receive it, the vendor may recover the contract price." The earlier court, if we may judge from the context and *Gordon* v. *Norris,* 49 N. H. 376 cited in support, meant to make the very distinction which the later one disregards,—i. e.—the distinction between breach by the vendee before the sale is executed, and breach afterwards.

SURETYSHIP—DISCHARGE OF SURETIES—LIABILITIES ON BONDS.—An $8,000 bank deposit being garnished on a demand for $33,000 damages, sureties entered into a bond to dissolve the garnishment, giving bond for about double the amount demanded—i. e.—$65,000. By reason of an amendment to the original statement of claim, allowed after the bond was filed, which amendment substituted a greater demand for damages, judgment was obtained for $89,000. In an action to recover from the sureties, *held,* the liability of the sureties was not doubled by the amendment which was made without their knowledge or consent, nor were they discharged from liability by reason of the amendment, but are liable to pay the amount claimed by the plaintiff in the original cause of action. *Commonwealth to Use of Gettman* v. *Baxter,* (Penn. 1912), 84 Atl. 136.

The question presented by the principal case is one over which courts disagree, basing their decision upon different foundations. The line of cases in accord with the principal case seems to proceed upon the assumption that the possible liability of the sureties to the full amount of the bond was contemplated by the parties. *Everett* v. *Westmoreland,* 92 Ga. 670, 19 S. E. 37; *New Haven Bank* v. *Miles,* 5 Conn. 588; *Wright* v. *Brownell,* 3 Vt. 435. Upon the other side of the question, see *De Egana* v. *Jackson,* 5 La. Ann. 430; *Langley* v. *Adams,* 40 Me. 125, proceeding upon the ground that the amendment is a material alteration in the contract for bail into which the surety enters, and by which his liability is changed. The surety has a right to insist on the terms of his contract as originally made, *Hobson* v. *Sterling,* 114 N. Y. 558, 22 N. E. 37. Practically all cases agree that if the cause of action is changed, the bail is discharged, *Carrington* v. *Ford,* Fed. Cases No. 2, 499; *Pell* v. *Grigg,* 4 Cow. 426; *Bradhurst* v. *Pearson,* 32 N. C. 55; *Willis* v. *Crooker,* 1 Pick. 204. The principal case did not look with favor upon a technical rule "which had the effect of totally discharging the sureties from any responsibility whatever."

WATER COURSES—POLLUTION—DEFENCE.—In an action for damages against a factory owner for polluting a stream, held that it was no defence that the discharges into the stream causing the pollution, were necessary in the operation of the factory. *Penn American Plate Glass Co.* v. *Schwinn* (Ind. 1912) 98 N. E. 715.

The court in this case discussed the difference between the diversion or